
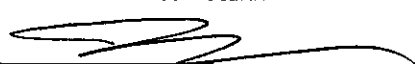
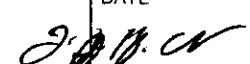


Civil DOCKET		DOCKET NUMBER 200456CV002682		Trial Court of Massachusetts District Court Department																											
CASE NAME JOHN GACHAGO vs. BRISTOL MYERS SQUIBB				CURRENT COURT Quincy District Court 1 Dennis Ryan Parkway Quincy, MA 02169-5348 (617) 471-1650																											
ASSOCIATED DOCKET NO.		DATE FILED 12/20/2004		DATE DISPOSED 00/00/0000		FILED IN CLERKS OFFICE 2005 FEB 18 U.S. DISTRICT COURT DISTRICT OF MASS.																									
PLAINTIFF(S) P01 JOHN GACHAGO 21 LINDEN PARK DRIVE RANDOLPH, MA 02368				PLAINTIFF'S ATTORNEY																											
DEFENDANT(S)/OTHER SINGLE PARTIES D01 BRISTOL MYERS SQUIBB C/O CT CORPORATION SYSTEM 101 FEDERAL STREET BOSTON, MA 02110 D02 AMERICAN EXPRESS D03 GC SERVICES LIMITED PARTNERSHIP				DEFENDANT'S ATTORNEY																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">NO.</th> <th style="width: 15%;">ENTRY DATE</th> <th style="width: 80%;">DOCKET ENTRIES</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>12/20/2004</td> <td>Complaint filed on 12/20/2004 at Quincy District Court.</td> </tr> <tr> <td>2</td> <td>12/20/2004</td> <td>Filing fee of \$180.00 and surcharge of \$15.00 paid (G.L. c.262 §§ 2 & 4C).</td> </tr> <tr> <td>3</td> <td>12/20/2004</td> <td>Statement of damages filed by P01 JOHN GACHAGO (Dist./Mun.Cts.Supp.R.Civ.P. 102A).</td> </tr> <tr> <td>4</td> <td>12/20/2004</td> <td>DISMISSAL UNDER MASS.R.CIV.P. 4(j) potentially applicable on 04/29/2005 04:00 PM.</td> </tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>								NO.	ENTRY DATE	DOCKET ENTRIES	1	12/20/2004	Complaint filed on 12/20/2004 at Quincy District Court.	2	12/20/2004	Filing fee of \$180.00 and surcharge of \$15.00 paid (G.L. c.262 §§ 2 & 4C).	3	12/20/2004	Statement of damages filed by P01 JOHN GACHAGO (Dist./Mun.Cts.Supp.R.Civ.P. 102A).	4	12/20/2004	DISMISSAL UNDER MASS.R.CIV.P. 4(j) potentially applicable on 04/29/2005 04:00 PM.									
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COMMONWEALTH OF MASSACHUSETTS

NORFOLK COUNTY

QUINCY DISTRICT COURT

CIVIL COURT

JOHN GACHAGO,

) Case No: 04CV2682

Plaintiff,

) COMPLAINT FOR RELIEF

vs.

BRISTOL MYERS SQUIBB and

AMERICAN EXPRESS

GC SERVICES LIMITED PARTNERSHIP

Defendant(s)

1. The Plaintiff, JOHN GACHAGO is an individual currently residing in the state of Massachusetts with a usual place of domicile at 214 Linden Park Drive, Randolph, MA 02368 and formerly employed as a Territory Business Manager for Bristol Myers Squibb in the S E Massachusetts territory until May 3rd 2004.

2. The Defendants Bristol Myers Squibb (Tax ID#220790350) a corporation duly organized under the laws of the state of Delaware and American Express Company (Tax ID#134922250) organized under the laws of the state of New York and whose usual places of doing business respectively are 200 Vessey Street, New York, NY 10154 and 345 Park Ave, New York, NY 10154 and whose agent in common the state of Massachusetts is CT

A TRUE COPY ATTEST

1 CORPORATION SYSTEM located at 101 FEDERAL STREET BOSTON MA 02110. The
2 defendants will hereafter be referred to as BMS and AMEX respectively.

3
4 3. On April 27th 2004 the plaintiff filed a 4-week notice of resignation
5 with his former employer Bristol Myers Squibb. Upon doing so he was
6 asked by his manager at the time Joe Deluca to complete a final expense
7 report and make arrangements to return all company material for a final
8 close out by May 3rd 2004. Joe Deluca acting on behalf of Bristol Myers
9 Squibb and his former manager of 3 months insisted that he close the
10 plaintiff out on May 3rd 2004 well before the standard 2-week
11 resignation typically permits. While standard close out procedures
12 required Bristol Myers Squibb to collect all the company materials and
13 company car from the resigning employees home, the plaintiff offered to
14 leave his home in Massachusetts and deliver the company car and
15 materials to Joe Deluca (Bristol Myers Squibb) at the Providence
16 Marriott in Rhode Island for the final close out and completion of his
17 responsibility to Bristol Myers Squibb. Joe Deluca as the manager for
18 the Providence District and on behalf of Bristol Myers Squibb completed
19 a checklist confirming that all company property had been returned and
20 the plaintiff's services to Bristol Myers Squibb were complete making
21 his resignation effective on May 3rd 2004.

22
23 4. On or around September 1st 2004 the plaintiff returned from a 3-week
24 vacation to his current job only to find that there was a hold on his
25 current American Express card provided by his current employer. The
plaintiff also found a message on his answering machine from American

1 Express calling about the balance on the plaintiffs BMS issued American
2 Express corporate card.

3
4 5. The plaintiff then made multiple attempts to communicate with American
5 Express on this matter explaining that this was not his personal
6 account but rather Bristol Myers Squibb's corporate card and
7 consequently there should be no hold on his current employer issued
8 Amex corporate card if American Express had outstanding issues with the
9 Bristol Myers Squibb issued American Express corporate card. After
10 several exhaustive attempts and several days of being at a significant
11 business disadvantage due to the hold on his currently issued AMEX
12 corporate card he finally reached a Sandy at American Express in their
13 collections department at telephone number 866 505 6811. Sandy on
14 behalf of American express seemed to insist that this was the
15 plaintiffs account and then proceeded further to explain something
16 vague about the fact that it was a limited liability account and
17 consequently was the plaintiffs responsibility. During this same
18 conversation the plaintiff asked her to get in touch with Cathleen
19 Everk who is the corporate card administrator who would in turn confirm
20 this was a BMS account. She declined and insisted that this was the
21 plaintiffs account even though it clearly read Bristol Myers Squibb
22 and was paid for by Bristol Myers Squibb for the last 4 years. Sandy
23 also said there was nothing she could do until BMS contacted Amex
24 regarding this matter however she would not initiate the call. The
25 plaintiff then decided the next best course of action was to

1 communicate with the Bristol Myers Squibb corporate card administrator
2 Cathy Everk.

3
4 6. The plaintiff then communicated with Cathy Everk at Bristol Myers
5 Squibb at telephone number 6094196584 and email cathy.everk@bms.com
6 with a copy to Joe Deluca (BMS Providence Territory Manager) and Elaine
7 Ferannaci (BMS Region Business Director) at the time. The plaintiff
8 explained the situation asked that BMS communicate with American
9 Express on this matter explaining that this was BMS account and not the
10 plaintiff's account.

11
12 7. Between Aug 27th and September 10th several emails were exchanged with or
13 copied to the plaintiff from BMS. On one of these emails dated
14 September 3rd 2004 the plaintiff received communication from Cathy Everk
15 at BMS that she had been in touch with Amex and let them know of the
16 situation. In another of these emails Cathy Everk representing BMS as
17 Corporate Card Administrator claimed that she could not have the
18 charges paid without the managers (Joe Deluca) approval. In a separate
19 email she copied the plaintiff on an email in which she clearly states
20 that she could see that the plaintiffs final report was paid yet she
21 further alledges there is a past due amount of \$1149.27. In the same
22 email dated Augst 27th she asks Joe Deluca if he wants the plaintiff to
23 reconcile the \$1149.27 and if so she can send him all his Amex
24 statement. Shortly theraftre Cathy Everk (BMS) chose to mail the
25 plaintiff statements that were 2 years old claiming the outstanding
amount was the plaintiffs responsibility. In an attached note to the

1 statement Cathy Everk(BMS) demanded rather ludicrously that the
2 plaintiff reconcile these statements for the last 2 years and provide
3 what she alleges were missing receipts.
4

5 8. The plaintiff then called American express to confirm communication
6 form BMS to them regarding this matter. At this point Amex confirmed
7 that Cathy Everk on behalf of BMS had called and confirmed that BMS was
8 going to pay off this account and because of this Amex agreed to remove
9 the hold on the plaintiffs' Amex card issued by his current employer.
10 At that point the plaintiff was led to believe that Amex resolved the
11 matter he would no longer have to be concerned about it.
12

13 9. On or around November 25, 2004 as the plaintiff was seeking to
14 refinance his home and purchase a new home he became aware of a
15 derogatory report on his credit history suggesting that he was indebted
16 to American Express to the tune of \$1219.00. For this specific reason
17 the mortgage company denied him both the refinance and the new mortgage
18 for the new home he and his family are relocating to. Other recent
19 denials for credit as a result of this issue include that for office
20 furniture and business equipment, not to mention the failure to obtain
21 a lower interest rate.
22

23 10. The plaintiff then got in touch with the American Express Credit bureau
24 unit in Ft Lauderdale, FL at 954 503 3787 or fax 954 503 7695 on 12/7/04
25 at 2.39 pm where he spoke with a Mrs Gordon. The latter confirmed that
this outstanding amount of \$1219 was still showing on the plaintiffs

1 personal credit record as unpaid by him even though it clearly showed
2 that it was a Bristol Myers Squibb Account. When the plaintiff asked how
3 he could have this BMS account taken off their record as his personal
4 account she suggested the plaintiff call BMS and ask that they call
5 Amex. She also indicated that it was in collection by a company called
6 GC Services. In her words if the plaintiff wanted any further detail on
7 it such as the account number he would have to contact GC Services,
8 which was the collection agency. Prior to this the plaintiff
9 communicated in writing and via certified mail to GC Services asking
10 they no longer call his home for a debt that they were fully aware was
11 not the plaintiffs.

12
13 11. Due to this negligence and deceptive corporate irresponsibility on both
14 the parts of BMS and AMEX the plaintiff has suffered as follows: His
15 credit score and history has been substantially damaged resulting in
16 denial of a mortgage to refinance his current home and the denial of a
17 mortgage for the new home he and his family needed to begin construction
18 on in December 2004 to occupy by June 2004. In addition due to this
19 problem other credit providers have denied the plaintiff credit due to
20 the mar on his credit report

21
22
23
24
25 12. Wherefore the plaintiff demands that the court award judgment in
the amount of \$385,000 as commensurate with the lost ability to secure

1 a mortgage in the equivalent amount due to this erroneous report on the
2 plaintiffs credit history, instruct the defendants to immediately
3 withdraw in writing any and all derogatory credit as required by the
4 Fair Credit Reporting Act. Further the plaintiff demands that under the
5 authority of the court that the defendants write letters to every
6 creditor that has requested a copy of the plaintiffs credit history in
7 the preceding 12 months, cease and desist from having collections
8 agencies such as GC Services from harassing the plaintiff for this
9 alleged amount of \$1200.

10
11 13. Wherefore the plaintiff also asks that the court compel BMS to ensure
12 that all Bristol Myers Squibb Territory Business Managers are made aware
13 that the American Express Corporate Card issued by the same is the
14 responsibility of the company and hold them harmless for any charges
15 incurred for business purposes. Similarly when Territory Business
16 Managers such as the plaintiff do obtain the American Express Card to
17 conduct business on behalf of the defendant (BMS) that the employee's
18 personal social security number be exempted form the card application
19 completion process and instead require that the company's tax
20 identification number solely be provided.

21
22 14. Wherefore the plaintiff also asks the court to compel American Express
23 to release all employees of any liability when conducting business on
24 their employers' behalf on an Amex corporate credit card issued in the
25 employers name.

1 15. Wherefore the plaintiff charges that BMS deceptively compels its
2 employees to accept the American Express Corporate card in such a manner
3 that implies that it is a precondition for employment and further
4 prevents employees from using the same for personal use but in fact hold
5 the very same employees responsible for debt incurred on the company's
6 behalf and while engaged in company business.

7
8
9
10
11 PLAINTIFF

12 By: John Gachago (Pro se)

13 21 Linden Park Drive,
14 Randolph, MA 02368

15 Dated this 17th day of December, 2004

16
17 Sent via certified mail return receipt to Bristol Myers Squibb and
18 American Express at CT Corporation System 101 Federal Street, Boston, MA
19 02110.
20
21
22
23
24
25